



**La Quinta by Wyndham**  
1320 Newbury Road, Thousand Oaks, California 91320  
805-499-5910  
www.wyndhamhotels.com

**REVISED**  
**November 6, 2019**

Dear Manda Yeung,

The following represents an Agreement between the **La Quinta by Wyndham** and **DJUSD Citrus Circuits Robotics** that outlines specific conditions and services to be provided:

ORGANIZATION: **DJUSD Citrus Circuits Robotics**

CONTACT: Bruce Colby, CBO / Steve Harvey / Manda Yeung

PHONE NUMBER: 530- 219-1086

E-MAIL: [mandayeung@yahoo.com](mailto:mandayeung@yahoo.com) / [sharvey@djusd.net](mailto:sharvey@djusd.net)

### **OVERNIGHT ACCOMMODATIONS:**

#### **SLEEPING ROOM COMMITMENT**

The **La Quinta Inn by Wyndham** will provide the following guestroom arrangements:

**Arrival Pattern:** February 27 - 29, 2020. Checking out March 1, 2020.

Date	# of Rooms	King Standard	Queen Standard	Rate
February 27	8	1	7	\$89
February 28	20	X	20	\$89
February 29	20	X	20	\$89

**Room Rates:** \$89 plus tax

**Reservations:** Rooming list only – Due two weeks prior to groups arrival date

**Payment:** Credit card on file for room and tax only

**Tax:** Our tax is 9%. Should your organization be tax-exempt, an original copy of the tax-exempt certificate must be received with the signed contract.

**Breakfast Request:** Client has requested 6am breakfast start time for group.

**We are a 100% Smoke Free Facility**

Violation of this policy by smoking in a guest room will result in a \$250.00 charge.

The **La Quinta Inn by Wyndham** room rates are subject to applicable state and local taxes in effect at the time of check-in.

#### **RESERVATIONS, CUT-OFFS, CHECK-IN AND CALL-INS**

**Rooming list** will be provided to the **La Quinta Inn by Wyndham** for reservations.

**Check-In: 3:00 p.m. Checkout: 12:00 p.m.** In order to expedite check-in, we request all reservations include the following information:

- Arrival and departure dates
- Room type preference
- Credit card type, number and expiration date to be used for payment
- Number of guests
- Current address and Phone Information

#### **GUARANTEED RESERVATIONS**

All reservations must be guaranteed with a major credit card or guaranteed and accompanied by a first night's room deposit in advance including sales and occupancy tax. The **La Quinta Inn by Wyndham** will hold all non-guaranteed reservations until 4:00pm day before arrival. All reservations for late arrival must be guaranteed with a credit card. All guaranteed reservations must be canceled by 4:00pm on the day before arrival to avoid the billing of first night's room and tax to their individual credit card.

### **GENERAL HOTEL INFORMATION:**

#### **PARKING**

The **La Quinta Inn by Wyndham** offers complimentary parking, *based upon availability*. Please advise your sales representative if you will be arriving by motor coach.

#### **CHANGES, ADDITIONS, MODIFICATIONS**

All changes, additions, deletions or stipulations, including corrective lining out by either **La Quinta Inn by Wyndham** or **DJUSD Citrus Circuits Robotics** will not be considered agreed or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. The sales representative must also approve all hotel-authorized changes in writing.

#### **ALTERNATIVE ACCOMMODATIONS**

While the Hotel strives to represent that the description of the Hotel and facilities and services to be provided is accurate, the Hotel is continually being changed, upgraded, and on occasion taken out of service. If any portion of the Hotel facility or service is essential to you in choosing the Hotel, it is advisable that you confirm your requirements at the time you sign this Agreement and include the requirements in the Event Details on the first page of the Agreement. The Hotel shall not be liable for omissions or errors or changes, whether temporary or permanent, or construction, to the Hotel, its facilities or services. In the unlikely event of a situation whereby Hotel is unable to provide room accommodations or meeting and function space for whatever reason, Hotel will use commercially reasonable efforts to provide you with reasonable alternative accommodation within the Hotel or the area at no expense to the Hotel. In the event that you are not satisfied with the alternative accommodations, your sole remedy is to cancel the Agreement and to receive a refund of the prepayments and deposits paid by you prior to the cancellation.

#### **FORCE MAJEURE**

The performance of the terms and conditions of the Agreement by Hotel is subject to matters beyond the reasonable control of the Hotel including but not limited to acts of God, weather, war or acts of terrorism, natural or manmade disaster, fire, labor unrest, strikes, pickets, civil unrest, civil orders or other matters that make it impossible for the Hotel to substantially perform the obligations of this Agreement. Accordingly, this Agreement may be terminated by Hotel with written notice to you in the event Hotel is prevented from performing. In the event of such termination,

your sole and exclusive remedy is to receive a refund of any prepayments or deposits actually paid by you to the Hotel less any reasonable expenses incurred by the Hotel in preparing for your Event.

#### **RIGHT TO CANCEL FOR FALSE REPRESENTATION**

In entering into this Agreement, Hotel is relying on the oral and written representations by you as to the nature of your Event. If, after entering into this Agreement, Hotel discovers or becomes aware that there has been a material misrepresentation of the nature of your event by you or others acting on your behalf, Hotel shall have the right to terminate this Agreement by providing written notice to you of such termination. In the event of such termination, the amount of any prepayment or deposits actually paid by you to the Hotel shall be retained by the Hotel as liquidated damages and the Hotel shall have no further liability to you.

#### **RULES AND REGULATIONS**

Hotel reserves the right to impose reasonable rules and regulation from time to time with regard to the conduct of your Event. These rules and regulations may include but not limited to limitation on hours, number of attendees, age of attendees, areas of the Hotel that are accessible, alcohol service, charges for security personnel or additional employee or staff time in overseeing your Event.

#### **INDEMNITY AND HOLD HARMLESS**

You shall indemnify, defend and hold harmless Hotel, its owners, directors, officers, members, shareholders, employees, agents, contractors, parents, partners, affiliates, successors and assigns from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages, personal injury including death, damage to real or personal property, expenses and charges of any kind or nature, including interest and reasonable attorney's fees and other costs, expenses and charges which the Hotel or any of the above may at any time incur or become subject to by reason of any claim or claims brought by you, your guests, business invitees or third parties: Arising out of a breach of this Agreement including but not limited to a breach of any provision, warranty or representation by you or people who attend your Event; Arising out of any acts of third parties who attend your event which are willful acts or omissions, negligence or other similar conduct or wrongdoing; Arising from any failure to comply with any law or regulation including but not limited to any rule or regulation imposed by Hotel.

#### **SECURITY**

You acknowledge that the Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the meeting rooms or other areas of the Hotel. Accordingly, you acknowledge that it will be your responsibility to provide security and hereby assume responsibility for any loss thereof. Furthermore, Hotel may be required to provide additional security for your Event at your expense to safeguard and protect personal property and persons from injury or damage.

### **PAYMENT METHODS:**

#### **INDIVIDUAL BILLING ARRANGEMENTS**

*The following billing arrangements apply (check one):*

☐ Individual to pay for all charges (room, tax, incidentals\*)

☒ Room and Tax to Master Account and Incidentals\* on own

#### **METHOD OF PAYMENT/GUESTROOMS – INDIVIDUALS PAYING OWN CHARGES**

All guests will be required to follow the standard credit procedures as any other hotel guest (cash or valid credit card upon check-in). For payment of individuals' charges, please note that while we accept cash, a valid credit card is required to check in.

#### **TAX EXEMPTIONS**

If an organization maintains tax exempt status, the **La Quinta Inn by Wyndham** must be provided with the appropriate tax exemption certificate in order to be exempt from any tax charges. Please remember that payment will need to be made in organizational funds. All Tax-Exempt forms must meet State guidelines

## **SIGNATURES:**

### **ACCEPTANCE**

**Please sign and return a copy of this Agreement within 1 week.** This Agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this Agreement. If this Agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligation under this agreement.

The **La Quinta Inn by Wyndham** and **DJUSD Citrus Circuits Robotics** have agreed to and have executed this Agreement by their authorized representatives as of the date indicated below.

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**CLIENT**

**Bruce Colby**

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**Date**

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**Regional Director of Sales**

**La Quinta Inn by Wyndham**

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**Date**